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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE | | PAGE OF PAGES 1 34 | |
| 2. AMENDMENT/MODIFICATION NO. P00021 | | 3. EFFECTIVE DATE 09-Oct-2019 | | 4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE | | 5. PROJECT NO.(If applicable) | |
| 6. ISSUED BY CODE N68836 NAVSUP FLC JACKSONVILLE CONTRACTS DIV MATTHEW JORDAN 110 YORKTOWN AVE, 3RD FLOOR NAS JACKSONVILLE FL 32212-0097 | | 7. ADMINISTERED BY (If other than item 6) CODE N68836 NAVSUP FLC JACKSONVILLE GERALD GARVEY CODE 210 110 YORKTOWN AVE 3RD FL JACKSONVILLE FL 32212-0097 | | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) METSON MARINE SERVICES, INC. DAN RANDOPOULOS 2060 KNOLL DR #100 VENTURA CA 93003-7391 | | | | 9A. AMENDMENT OF SOLICITATION NO. | | | |
| | | | | 9B. DATED (SEE ITEM 11) | | | |
| | | | | X 10A. MOD. OF CONTRACT/ORDER NO. N6883617C0004 | | | |
| | | | | X 10B. DATED (SEE ITEM 13) 06-Sep-2017 | | | |
| CODE 1WMH7 | | FACILITY CODE 1WMH7 | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule | | | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. | | | | | | | |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. | | | | | | | |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). | | | | | | | |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: | | | | | | | |
| X D. OTHER (Specify type of modification and authority) FAR 52.217-9, Option to Extend the Term of the Contract | | | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office. | | | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: nbzmj011918253 1. Pursuant to the authority of FAR 52.217-9 the Government hereby exercises Option Year II and extends the period of performance commencing 09 October 2019 through 08 October 2020. 2. Wage Determinations WD 2010-0147 Rev 11, WD 2015-0213 Rev 15, And WD 2015-4559 Rev 11 are hereby incorporated by full text and shall apply to the Period of Performance for exercised Option Year II. 3. Updated DFARS 252.232-7007, Limitation of Government's Obligation, to reflect the new exercised Option Year CLINs. 4. All other terms and conditions remain unchanged. | | | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) WORNER O. HEATH / SUPERVISORY CONTRACT SPECIALIS TEL: 904-542-0146 EMAIL: worner.heath1@navy.mil | | | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | | 15C. DATE SIGNED | | 16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer) | | 16C. DATE SIGNED 08-Oct-2019 | |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been modified:

WAGE DETERMINATIONS

Pursuant to FAR 52.222-43 entitled "Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts) (May 2014), the US Department of Labor Register of Wage Determination No.'s 2015-4559, Revision 11, dated 16 July 2019, 2010-0147, Revision 11, dated 24 July 2019, and 2015-0213, Revision 15, dated 29 July 2019 are hereby incorporated by full text.

Accordingly, the Contractor shall notify the Contracting Officer in writing of any increases under this clause. If there is a change within the Wage Determination, whether it is the hourly rate or health and welfare, a request for equitable adjustment setting forth the effect of the new wage determination in the cost of contract performance should be submitted to the Contracting Officer no later than thirty (30) days from receipt of this modification. A copy of payroll records (3 to 6 months) should accompany the request for equitable adjustment.

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| "REGISTER OF WAGE DETERMINATIONS UNDER | | U.S. DEPARTMENT OF LABOR |
| THE SERVICE CONTRACT ACT | | EMPLOYMENT STANDARDS ADMINISTRATION |
| By direction of the Secretary of Labor | | WAGE AND HOUR DIVISION |
| | | WASHINGTON D.C. 20210 |
| Daniel W. Simms | | Wage Determination No.: 2015-4559 |
| Director | | Revision No.: 11 |
| Division of | | Date Of Last Revision: 07/16/2019 |
| Wage Determinations | | |

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Florida

Area: Florida Counties of Bay Gulf

****Fringe Benefits Required Follow the Occupational Listing****

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 13.59 |

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|--|-------|
| 01012 - Accounting Clerk II | 15.26 |
| 01013 - Accounting Clerk III | 17.08 |
| 01020 - Administrative Assistant | 20.69 |
| 01035 - Court Reporter | 17.18 |
| 01041 - Customer Service Representative I | 11.69 |
| 01042 - Customer Service Representative II | 13.14 |
| 01043 - Customer Service Representative III | 14.34 |
| 01051 - Data Entry Operator I | 13.43 |
| 01052 - Data Entry Operator II | 14.65 |
| 01060 - Dispatcher Motor Vehicle | 17.76 |
| 01070 - Document Preparation Clerk | 13.67 |
| 01090 - Duplicating Machine Operator | 13.67 |
| 01111 - General Clerk I | 12.08 |
| 01112 - General Clerk II | 13.18 |
| 01113 - General Clerk III | 14.80 |
| 01120 - Housing Referral Assistant | 19.14 |
| 01141 - Messenger Courier | 12.98 |
| 01191 - Order Clerk I | 14.28 |
| 01192 - Order Clerk II | 15.59 |
| 01261 - Personnel Assistant (Employment) I | 15.94 |
| 01262 - Personnel Assistant (Employment) II | 17.84 |
| 01263 - Personnel Assistant (Employment) III | 19.88 |
| 01270 - Production Control Clerk | 24.32 |
| 01290 - Rental Clerk | 12.89 |
| 01300 - Scheduler Maintenance | 15.35 |
| 01311 - Secretary I | 15.35 |
| 01312 - Secretary II | 17.18 |
| 01313 - Secretary III | 19.14 |
| 01320 - Service Order Dispatcher | 15.87 |
| 01410 - Supply Technician | 20.69 |
| 01420 - Survey Worker | 15.69 |
| 01460 - Switchboard Operator/Receptionist | 12.91 |
| 01531 - Travel Clerk I | 12.68 |
| 01532 - Travel Clerk II | 13.39 |
| 01533 - Travel Clerk III | 14.08 |
| 01611 - Word Processor I | 13.67 |
| 01612 - Word Processor II | 15.35 |
| 01613 - Word Processor III | 17.18 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer Fiberglass | 19.27 |
| 05010 - Automotive Electrician | 18.66 |
| 05040 - Automotive Glass Installer | 17.58 |
| 05070 - Automotive Worker | 17.58 |
| 05110 - Mobile Equipment Servicer | 15.37 |
| 05130 - Motor Equipment Metal Mechanic | 19.84 |
| 05160 - Motor Equipment Metal Worker | 17.58 |
| 05190 - Motor Vehicle Mechanic | 19.84 |
| 05220 - Motor Vehicle Mechanic Helper | 14.24 |
| 05250 - Motor Vehicle Upholstery Worker | 16.47 |
| 05280 - Motor Vehicle Wrecker | 17.58 |
| 05310 - Painter Automotive | 18.66 |
| 05340 - Radiator Repair Specialist | 17.58 |
| 05370 - Tire Repairer | 15.17 |
| 05400 - Transmission Repair Specialist | 19.84 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 12.74 |
| 07041 - Cook I | 11.69 |
| 07042 - Cook II | 13.37 |
| 07070 - Dishwasher | 9.48 |
| 07130 - Food Service Worker | 11.37 |
| 07210 - Meat Cutter | 15.14 |
| 07260 - Waiter/Waitress | 9.65 |

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| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 17.63 |
| 09040 - Furniture Handler | 12.50 |
| 09080 - Furniture Refinisher | 17.63 |
| 09090 - Furniture Refinisher Helper | 13.45 |
| 09110 - Furniture Repairer Minor | 15.56 |
| 09130 - Upholsterer | 17.63 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner Vehicles | 10.67 |
| 11060 - Elevator Operator | 11.70 |
| 11090 - Gardener | 15.41 |
| 11122 - Housekeeping Aide | 11.70 |
| 11150 - Janitor | 11.70 |
| 11210 - Laborer Grounds Maintenance | 11.93 |
| 11240 - Maid or Houseman | 10.61 |
| 11260 - Pruner | 10.87 |
| 11270 - Tractor Operator | 14.28 |
| 11330 - Trail Maintenance Worker | 11.93 |
| 11360 - Window Cleaner | 12.84 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 16.77 |
| 12011 - Breath Alcohol Technician | 17.64 |
| 12012 - Certified Occupational Therapist Assistant | 25.31 |
| 12015 - Certified Physical Therapist Assistant | 26.38 |
| 12020 - Dental Assistant | 16.45 |
| 12025 - Dental Hygienist | 29.98 |
| 12030 - EKG Technician | 26.74 |
| 12035 - Electroneurodiagnostic Technologist | 26.74 |
| 12040 - Emergency Medical Technician | 16.77 |
| 12071 - Licensed Practical Nurse I | 15.87 |
| 12072 - Licensed Practical Nurse II | 17.76 |
| 12073 - Licensed Practical Nurse III | 19.79 |
| 12100 - Medical Assistant | 14.27 |
| 12130 - Medical Laboratory Technician | 21.95 |
| 12160 - Medical Record Clerk | 14.41 |
| 12190 - Medical Record Technician | 16.13 |
| 12195 - Medical Transcriptionist | 15.87 |
| 12210 - Nuclear Medicine Technologist | 39.84 |
| 12221 - Nursing Assistant I | 11.09 |
| 12222 - Nursing Assistant II | 12.46 |
| 12223 - Nursing Assistant III | 13.60 |
| 12224 - Nursing Assistant IV | 15.27 |
| 12235 - Optical Dispenser | 18.13 |
| 12236 - Optical Technician | 15.87 |
| 12250 - Pharmacy Technician | 14.37 |
| 12280 - Phlebotomist | 16.31 |
| 12305 - Radiologic Technologist | 24.72 |
| 12311 - Registered Nurse I | 22.50 |
| 12312 - Registered Nurse II | 27.52 |
| 12313 - Registered Nurse II Specialist | 27.52 |
| 12314 - Registered Nurse III | 33.29 |
| 12315 - Registered Nurse III Anesthetist | 33.29 |
| 12316 - Registered Nurse IV | 39.90 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 22.00 |
| 12320 - Substance Abuse Treatment Counselor | 19.69 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 16.83 |
| 13012 - Exhibits Specialist II | 20.86 |
| 13013 - Exhibits Specialist III | 25.51 |
| 13041 - Illustrator I | 16.83 |
| 13042 - Illustrator II | 20.86 |
| 13043 - Illustrator III | 25.51 |

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| 13047 - Librarian | 23.09 |
| 13050 - Library Aide/Clerk | 12.98 |
| 13054 - Library Information Technology Systems Administrator | 20.86 |
| 13058 - Library Technician | 16.74 |
| 13061 - Media Specialist I | 15.05 |
| 13062 - Media Specialist II | 16.83 |
| 13063 - Media Specialist III | 18.77 |
| 13071 - Photographer I | 15.05 |
| 13072 - Photographer II | 16.83 |
| 13073 - Photographer III | 20.86 |
| 13074 - Photographer IV | 25.51 |
| 13075 - Photographer V | 30.86 |
| 13090 - Technical Order Library Clerk | 16.31 |
| 13110 - Video Teleconference Technician | 15.05 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 13.27 |
| 14042 - Computer Operator II | 15.77 |
| 14043 - Computer Operator III | 17.93 |
| 14044 - Computer Operator IV | 20.80 |
| 14045 - Computer Operator V | 21.87 |
| 14071 - Computer Programmer I | (see 1) 24.10 |
| 14072 - Computer Programmer II | (see 1) |
| 14073 - Computer Programmer III | (see 1) |
| 14074 - Computer Programmer IV | (see 1) |
| 14101 - Computer Systems Analyst I | (see 1) |
| 14102 - Computer Systems Analyst II | (see 1) |
| 14103 - Computer Systems Analyst III | (see 1) |
| 14150 - Peripheral Equipment Operator | 13.27 |
| 14160 - Personal Computer Support Technician | 20.80 |
| 14170 - System Support Specialist | 25.01 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 29.64 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 35.85 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 42.97 |
| 15050 - Computer Based Training Specialist / Instructor | 29.64 |
| 15060 - Educational Technologist | 27.05 |
| 15070 - Flight Instructor (Pilot) | 42.97 |
| 15080 - Graphic Artist | 20.82 |
| 15085 - Maintenance Test Pilot Fixed Jet/Prop | 42.97 |
| 15086 - Maintenance Test Pilot Rotary Wing | 42.97 |
| 15088 - Non-Maintenance Test/Co-Pilot | 42.97 |
| 15090 - Technical Instructor | 19.14 |
| 15095 - Technical Instructor/Course Developer | 23.42 |
| 15110 - Test Proctor | 15.46 |
| 15120 - Tutor | 15.46 |
| 16000 - Laundry Dry-Cleaning Pressing And Related Occupations | |
| 16010 - Assembler | 9.84 |
| 16030 - Counter Attendant | 9.84 |
| 16040 - Dry Cleaner | 11.35 |
| 16070 - Finisher Flatwork Machine | 9.84 |
| 16090 - Presser Hand | 9.84 |
| 16110 - Presser Machine Drycleaning | 9.84 |
| 16130 - Presser Machine Shirts | 9.84 |
| 16160 - Presser Machine Wearing Apparel Laundry | 9.84 |
| 16190 - Sewing Machine Operator | 11.84 |
| 16220 - Tailor | 12.36 |
| 16250 - Washer Machine | 10.33 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 18.63 |
| 19040 - Tool And Die Maker | 23.23 |
| 21000 - Materials Handling And Packing Occupations | |

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| 21020 - Forklift Operator | 14.12 |
| 21030 - Material Coordinator | 24.32 |
| 21040 - Material Expediter | 24.32 |
| 21050 - Material Handling Laborer | 11.69 |
| 21071 - Order Filler | 11.55 |
| 21080 - Production Line Worker (Food Processing) | 14.12 |
| 21110 - Shipping Packer | 17.00 |
| 21130 - Shipping/Receiving Clerk | 17.00 |
| 21140 - Store Worker I | 11.81 |
| 21150 - Stock Clerk | 16.00 |
| 21210 - Tools And Parts Attendant | 14.12 |
| 21410 - Warehouse Specialist | 14.12 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 23.76 |
| 23019 - Aircraft Logs and Records Technician | 19.26 |
| 23021 - Aircraft Mechanic I | 22.63 |
| 23022 - Aircraft Mechanic II | 23.76 |
| 23023 - Aircraft Mechanic III | 24.95 |
| 23040 - Aircraft Mechanic Helper | 16.90 |
| 23050 - Aircraft Painter | 20.99 |
| 23060 - Aircraft Servicer | 19.26 |
| 23070 - Aircraft Survival Flight Equipment Technician | 20.99 |
| 23080 - Aircraft Worker | 20.35 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 20.35 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 22.63 |
| 23110 - Appliance Mechanic | 16.94 |
| 23120 - Bicycle Repairer | 15.34 |
| 23125 - Cable Splicer | 21.68 |
| 23130 - Carpenter Maintenance | 19.90 |
| 23140 - Carpet Layer | 17.55 |
| 23160 - Electrician Maintenance | 20.88 |
| 23181 - Electronics Technician Maintenance I | 25.23 |
| 23182 - Electronics Technician Maintenance II | 26.80 |
| 23183 - Electronics Technician Maintenance III | 28.48 |
| 23260 - Fabric Worker | 16.44 |
| 23290 - Fire Alarm System Mechanic | 19.80 |
| 23310 - Fire Extinguisher Repairer | 15.34 |
| 23311 - Fuel Distribution System Mechanic | 19.80 |
| 23312 - Fuel Distribution System Operator | 15.89 |
| 23370 - General Maintenance Worker | 16.85 |
| 23380 - Ground Support Equipment Mechanic | 22.63 |
| 23381 - Ground Support Equipment Servicer | 19.26 |
| 23382 - Ground Support Equipment Worker | 20.35 |
| 23391 - Gunsmith I | 15.34 |
| 23392 - Gunsmith II | 17.55 |
| 23393 - Gunsmith III | 19.80 |
| 23410 - Heating Ventilation And Air-Conditioning Mechanic | 20.59 |
| 23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility) | 21.61 |
| 23430 - Heavy Equipment Mechanic | 21.83 |
| 23440 - Heavy Equipment Operator | 19.31 |
| 23460 - Instrument Mechanic | 19.80 |
| 23465 - Laboratory/Shelter Mechanic | 18.63 |
| 23470 - Laborer | 11.69 |
| 23510 - Locksmith | 18.63 |
| 23530 - Machinery Maintenance Mechanic | 22.41 |
| 23550 - Machinist Maintenance | 23.08 |
| 23580 - Maintenance Trades Helper | 13.99 |
| 23591 - Metrology Technician I | 19.80 |

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| 23592 - Metrology Technician II | 20.94 |
| 23593 - Metrology Technician III | 22.07 |
| 23640 - Millwright | 20.81 |
| 23710 - Office Appliance Repairer | 17.79 |
| 23760 - Painter Maintenance | 17.79 |
| 23790 - Pipefitter Maintenance | 20.60 |
| 23810 - Plumber Maintenance | 19.49 |
| 23820 - Pneudraulic Systems Mechanic | 19.80 |
| 23850 - Rigger | 19.80 |
| 23870 - Scale Mechanic | 17.55 |
| 23890 - Sheet-Metal Worker Maintenance | 19.80 |
| 23910 - Small Engine Mechanic | 17.55 |
| 23931 - Telecommunications Mechanic I | 26.00 |
| 23932 - Telecommunications Mechanic II | 27.35 |
| 23950 - Telephone Lineman | 17.84 |
| 23960 - Welder Combination Maintenance | 17.94 |
| 23965 - Well Driller | 19.80 |
| 23970 - Woodcraft Worker | 19.80 |
| 23980 - Woodworker | 15.34 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 13.54 |
| 24570 - Child Care Attendant | 9.87 |
| 24580 - Child Care Center Clerk | 13.51 |
| 24610 - Chore Aide | 10.87 |
| 24620 - Family Readiness And Support Services Coordinator | 13.54 |
| 24630 - Homemaker | 13.97 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 21.58 |
| 25040 - Sewage Plant Operator | 18.63 |
| 25070 - Stationary Engineer | 21.58 |
| 25190 - Ventilation Equipment Tender | 14.65 |
| 25210 - Water Treatment Plant Operator | 18.63 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 15.33 |
| 27007 - Baggage Inspector | 11.68 |
| 27008 - Corrections Officer | 16.94 |
| 27010 - Court Security Officer | 16.93 |
| 27030 - Detection Dog Handler | 13.07 |
| 27040 - Detention Officer | 16.94 |
| 27070 - Firefighter | 15.56 |
| 27101 - Guard I | 11.68 |
| 27102 - Guard II | 13.07 |
| 27131 - Police Officer I | 19.31 |
| 27132 - Police Officer II | 21.46 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 12.74 |
| 28042 - Carnival Equipment Repairer | 13.75 |
| 28043 - Carnival Worker | 9.70 |
| 28210 - Gate Attendant/Gate Tender | 16.08 |
| 28310 - Lifeguard | 13.01 |
| 28350 - Park Attendant (Aide) | 18.00 |
| 28510 - Recreation Aide/Health Facility Attendant | 13.13 |
| 28515 - Recreation Specialist | 18.73 |
| 28630 - Sports Official | 14.32 |
| 28690 - Swimming Pool Operator | 17.74 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 24.69 |
| 29020 - Hatch Tender | 24.69 |
| 29030 - Line Handler | 24.69 |
| 29041 - Stevedore I | 23.13 |
| 29042 - Stevedore II | 26.20 |

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| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist Center (HFO) (see 2) | 38.78 |
| 30011 - Air Traffic Control Specialist Station (HFO) (see 2) | 26.74 |
| 30012 - Air Traffic Control Specialist Terminal (HFO) (see 2) | 29.45 |
| 30021 - Archeological Technician I | 16.53 |
| 30022 - Archeological Technician II | 18.49 |
| 30023 - Archeological Technician III | 22.91 |
| 30030 - Cartographic Technician | 22.91 |
| 30040 - Civil Engineering Technician | 25.82 |
| 30051 - Cryogenic Technician I | 25.08 |
| 30052 - Cryogenic Technician II | 27.70 |
| 30061 - Drafter/CAD Operator I | 16.53 |
| 30062 - Drafter/CAD Operator II | 18.49 |
| 30063 - Drafter/CAD Operator III | 20.63 |
| 30064 - Drafter/CAD Operator IV | 25.37 |
| 30081 - Engineering Technician I | 15.73 |
| 30082 - Engineering Technician II | 17.67 |
| 30083 - Engineering Technician III | 19.78 |
| 30084 - Engineering Technician IV | 24.51 |
| 30085 - Engineering Technician V | 29.98 |
| 30086 - Engineering Technician VI | 36.27 |
| 30090 - Environmental Technician | 22.91 |
| 30095 - Evidence Control Specialist | 22.65 |
| 30210 - Laboratory Technician | 20.63 |
| 30221 - Latent Fingerprint Technician I | 25.08 |
| 30222 - Latent Fingerprint Technician II | 27.70 |
| 30240 - Mathematical Technician | 22.91 |
| 30361 - Paralegal/Legal Assistant I | 18.76 |
| 30362 - Paralegal/Legal Assistant II | 23.23 |
| 30363 - Paralegal/Legal Assistant III | 28.43 |
| 30364 - Paralegal/Legal Assistant IV | 34.39 |
| 30375 - Petroleum Supply Specialist | 27.70 |
| 30390 - Photo-Optics Technician | 20.83 |
| 30395 - Radiation Control Technician | 27.70 |
| 30461 - Technical Writer I | 22.65 |
| 30462 - Technical Writer II | 27.70 |
| 30463 - Technical Writer III | 33.53 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 24.65 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 29.82 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 35.74 |
| 30494 - Unexploded (UXO) Safety Escort | 24.65 |
| 30495 - Unexploded (UXO) Sweep Personnel | 24.65 |
| 30501 - Weather Forecaster I | 25.08 |
| 30502 - Weather Forecaster II | 30.51 |
| 30620 - Weather Observer Combined Upper Air Or Surface Programs (see 2) | 20.63 |
| 30621 - Weather Observer Senior (see 2) | 22.91 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31010 - Airplane Pilot | 29.82 |
| 31020 - Bus Aide | 13.05 |
| 31030 - Bus Driver | 17.94 |
| 31043 - Driver Courier | 14.16 |
| 31260 - Parking and Lot Attendant | 11.75 |
| 31290 - Shuttle Bus Driver | 15.25 |
| 31310 - Taxi Driver | 11.09 |
| 31361 - Truckdriver Light | 15.25 |
| 31362 - Truckdriver Medium | 16.35 |
| 31363 - Truckdriver Heavy | 19.15 |
| 31364 - Truckdriver Tractor-Trailer | 19.15 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 14.54 |
| 99030 - Cashier | 9.45 |

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| 99050 - Desk Clerk | 12.20 |
| 99095 - Embalmer | 24.65 |
| 99130 - Flight Follower | 24.65 |
| 99251 - Laboratory Animal Caretaker I | 15.04 |
| 99252 - Laboratory Animal Caretaker II | 16.20 |
| 99260 - Marketing Analyst | 25.11 |
| 99310 - Mortician | 24.65 |
| 99410 - Pest Controller | 14.15 |
| 99510 - Photofinishing Worker | 12.95 |
| 99710 - Recycling Laborer | 18.47 |
| 99711 - Recycling Specialist | 20.60 |
| 99730 - Refuse Collector | 16.36 |
| 99810 - Sales Clerk | 13.02 |
| 99820 - School Crossing Guard | 13.17 |
| 99830 - Survey Party Chief | 21.98 |
| 99831 - Surveying Aide | 13.17 |
| 99832 - Surveying Technician | 19.99 |
| 99840 - Vending Machine Attendant | 17.30 |
| 99841 - Vending Machine Repairer | 21.36 |
| 99842 - Vending Machine Repairer Helper | 17.30 |

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal

Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 7 years and 4 weeks after 11 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

| | | |
|--|--|-------------------------------------|
| "REGISTER OF WAGE DETERMINATIONS UNDER | | U.S. DEPARTMENT OF LABOR |
| THE SERVICE CONTRACT ACT | | EMPLOYMENT STANDARDS ADMINISTRATION |
| By direction of the Secretary of Labor | | WAGE AND HOUR DIVISION |
| | | WASHINGTON D.C. 20210 |

| | | |
|-----------------------------|------------------------------------|--|
| Daniel W. Simms Director | Division of Wage Determinations | Wage Determination No.: 2010-0147 Revision No.: 11 Date Of Last Revision: 07/24/2019 |
|-----------------------------|------------------------------------|--|

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

NATIONWIDE: This wage determination applies to the United States East Gulf and West Coasts

****Fringe Benefits Required Follow the Occupational Listing****

Employed on contract for operation and maintenance of deep sea vessels in the above locality (based on Union Dominance (Seafarers International Union):

UNLICENSED EMPLOYEES:

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|--|----------|--------------|
| 47010 - Boatswains | | |
| Freight | | 180.82 Daily |
| Tanker | | 186.34 Daily |
| 47020 - Chief Cook/Steward | | |
| Chief Cook - Freight | | 142.15 Daily |
| Chief Cook - Tanker | | 146.54 Daily |
| Steward Assistant - Freight | | 94.43 Daily |
| Steward Assistant - Tanker | | 93.53 Daily |
| Steward/Baker - Freight | | 180.82 Daily |
| Steward/Baker - Tanker | | 186.34 Daily |
| 47050 - Electrician | | 193.46 Daily |
| 47060 - Engine Utilityman | | |
| General Utility Deck/Engine - Freight | | 112.02 Daily |
| General Utility Deck/Engine - Tanker | | 113.10 Daily |
| QMED (Unlicensed Junior Engineers) - Freight | | 180.82 Daily |
| QMED (Unlicensed Junior Engineers) - Tanker | | 186.34 Daily |
| 47090 - Oiler/Diesel Oiler | | |
| Oiler - Freight | | 121.76 Daily |
| Oiler - Tanker | | 122.01 Daily |
| 47401 - Seaman | | |
| Ab Dayworker - Freight | | 135.98 Daily |
| Ab Dayworker - Tanker | | 138.64 Daily |
| Able Seaman - Freight | | 121.76 Daily |
| Able Seaman - Tanker | | 122.01 Daily |
| Ordinary Seaman - Freight | | 95.18 Daily |
| Ordinary Seaman - Tanker | | 96.75 Daily |

47801 - Wiper

112.02 Daily

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

1/ Health and welfare pension and training contribution of \$99.21 per day per man.

2/ Paid Vacation: Employer contribution of 58 percent of base pay per man per day.

3/ 10 Paid holidays per year: New Year's Day Labor Day Martin Luther King's Birthday Independence Day Columbus Day President's Day Veterans Day Memorial Day Thanksgiving Day Christmas Day

4/ Training and Hiring Fund: \$22.50 per man per day.

5/ Money Purchase Pension Contribution: Five (5%) of base wage per man per day.

6/ Penalty Rate: The rates specified below shall be paid for following work.

(a) Penalty cargoes longshore work restriction to ship removing soot from the stack; cleaning bilges and oil spills tank cleaning Steering Engine Room

and Bow Truster Room.

When the Unlicensed personnel is required to work explosives at any time they shall be paid for such work in addition to their regular monthly wages at the rate of ten dollars (\$10.00) per hour unless a higher rate is specified.

7/ OFF WATCH: Monday through Friday Group I \$38.36; Group II \$27.46 Group III \$24.01.

8/ ON WATCH: Saturdays Sundays and Holidays Group I \$51.66; Group II \$35.29 Group III \$31.26.

9/ Tank Cleaning:

(a) OFF WATCH: Monday through Friday Group I \$38.40; Group II \$26.66; Group III \$24.41.

(b) ON WATCH: Saturdays Sundays and Holidays Group I \$50.43; Group II \$35.29; Group III \$30.56.

GENERAL NOTE

I. In determining the class of vessel horsepower shall be taken from the Record of the American Bureau of Shipping and admeasurement of tonnage as determined by the U. S. Coast Guard Marine Inspection Admeasurement Section. Power tonnage is the sum of the gross tons figure added to the horsepower figure.

Classification of Vessels

CLASS

SINGLE SCREW

POWER TONNAGE

| | | | |
|---------------|------------|-----------|----|
| A-4 | | | 70 |
| 001 AND OVER | | | |
| A-3 | | | 45 |
| 001 TO 70000 | | | |
| A-2 | | | 35 |
| 001 TO 45000 | | | |
| A-1 | | | 25 |
| 001 TO 35000 | | | |
| A | | | 17 |
| 001 TO 25000 | | | |
| B | | | 12 |
| 001 TO 17000 | | | |
| C | | | |
| 7501 TO 12000 | | | |
| D | | | |
| 5001 TO 7500 | | | |
| E | TWIN SCREW | LESS THAN | 5 |
| 001 | | | |

| | | | |
|----------------|--|--|----|
| A-4 | | | 51 |
| 000 AND OVER | | | |
| A-3 | | | 35 |
| 001 TO 51000 | | | |
| A-2 | | | 28 |
| 001 TO 35000 | | | |
| A-1 | | | 20 |
| 001 TO 28000 | | | |
| A | | | |
| 15001 TO 20000 | | | |
| B | | | |
| 9001 TO 15000 | | | |
| C | | | |
| 5501 TO 9000 | | | |
| D | | | |
| 3501 TO 5500 | | | |
| E | | | |
| LESS THAN 3501 | | | |

II. Terms utilized in this wage determination not otherwise defined herein shall

have meanings and definitions as utilized in the U.S. Coast Guard Regulations and Policy issued pursuant to Title 46 USC and as published by the U.S. Coast Guard in the following publications and others:

1. 46 CFR Parts 1 10 15 26 35 157 175 185 186 and 187 as published in the U.S. Federal Register.
2. U.S. Coast Guard Commandant Instruction COMDTINST MI6000.3 Marine Safety Manual Volume III-Marine Industry Personnel.

III. The term "service employee" does not include any employee who qualifies as an executive administrative or professional employee as those terms are identified in Regulations Part 541 issued under the Fair Standards Act. (See CFR Part 541.)

IV. Subsistence and Quarters: Subsistence and quarters of equivalent value thereof may not be credited toward the provision of minimum wages and fringe benefits required herein.

V. This wage determination applies to United States East West and Gulf Coasts.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms

of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the Wage and Hour Division U.S. Department of Labor for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination."

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-0213
Revision No.: 15
Date Of Last Revision: 07/29/2019

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Nationwide applicable in: Alaska, Alabama, American Samoa, California,

Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Guam, Hawaii, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Oregon, Puerto Rico, Rhode Island, South Carolina, Texas, Virginia, Washington, Wisconsin

Fringe Benefits Required Follow the Occupational Listing

Employed on contract for tugboats and other coastal vessels.

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|----------------------------------|----------|--------------|
| 47080 - General Vessel Assistant | | 187.44 Daily |
| (not set) - Captain, Harbor Tug | | 283.54 Daily |
| (not set) - Deckhand, Harbor Tug | | 178.46 Daily |
| (not set) - Engineer, Harbor Tug | | 238.52 Daily |

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour, or \$168.80 per week, or \$731.47 per month

(Hawaii): \$1.94 per hour, or \$77.60 per week, or \$336.27 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.54 per hour.

HEALTH & WELFARE (Hawaii) EO 13706: \$1.63 per hour, or \$65.20 per week, or \$282.53 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.22 per hour.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an

adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS **

Captain, Harbor Tug

Qualified tug master and operator in charge of the tugboat, its personnel, its operation and maintenance. The Captain is a radio operator, understands and operates radar and other navigational aids used in conjunction with tug-ship operations and tug-barge operations both harbor and ocean. This person must also be qualified in administrative ship business and overall charge of maintenance of the vessel. Must hold appropriate Coast Guard documentation/license.

Deckhand, Harbor Tug

Qualified seaman capable of performing all duties related to tugboat servicing ships and barges both in the harbor and at sea. Must hold appropriate Coast Guard documentation/license.

Engineer, Harbor Tug

Qualified engineer in the operation, the maintenance, both corrective and preventative, and overall supervisor in the proper operation and maintenance of all machinery, both main and auxiliary and electrical and other mechanical gear aboard the tugboat. Also must have administrative ability to keep records and maintain the inventory of parts, tools, fuel, etc. Must hold appropriate Coast Guard documentation/license.

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$2,337,463.80 from \$6,381,917.80 to \$8,719,381.60.

SUPPLIES OR SERVICES AND PRICES

CLIN 2001

The option status has changed from Option to Option Exercised.

SUBCLIN 2001AA

The option status has changed from Option to Option Exercised.

The MILSTRIP N0610A20RCP4900 has been added.

SUBCLIN 2001AB

The option status has changed from Option to Option Exercised.

The MILSTRIP M0605020RCQQ002 has been added.

SUBCLIN 2001AC

The option status has changed from Option to Option Exercised.
The MILSTRIP F2MTR29259GW02 has been added.

CLIN 2002

The option status has changed from Option to Option Exercised.

SUBCLIN 2002AA

The option status has changed from Option to Option Exercised.
The MILSTRIP N0610A20RCP4900 has been added.

SUBCLIN 2002AB

The option status has changed from Option to Option Exercised.

SUBCLIN 2002AC

The option status has changed from Option to Option Exercised.

SUBCLIN 2002AD

The option status has changed from Option to Option Exercised.

SUBCLIN 2002AE

The option status has changed from Option to Option Exercised.

CLIN 2003

The option status has changed from Option to Option Exercised.

SUBCLIN 2003AA

The option status has changed from Option to Option Exercised.

SUBCLIN 2003AB

The option status has changed from Option to Option Exercised.
The MILSTRIP M0605020RCQQ002 has been added.

SUBCLIN 2003AC

The option status has changed from Option to Option Exercised.

The MILSTRIP F2MTR29259GW02 has been added.

SUBCLIN 2003AD

The option status has changed from Option to Option Exercised.

SUBCLIN 2003AE

The option status has changed from Option to Option Exercised.

The MILSTRIP N0610A20RCP4900 has been added.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$2,088,738.00 from \$5,150,452.25 to \$7,239,190.25.

SUBCLIN 2001AA:

AS: 1701804 22M1 252 3595P 056521 2D CP4900 0610A0BTBLQQ (CIN N0610A20RCP49000001) was increased by \$1,795,975.20 from \$0.00 to \$1,795,975.20

The contract ACRN AS has been added.

The CIN N0610A20RCP49000001 has been added.

The Cost Code 0610A0BTBLQQ has been added.

SUBCLIN 2001AB:

AT: 17 0 1106 3B1D 252 67856 067443 2D 3B1D 0RCQQ0022GDC (CIN M0605020RCQQ0020001) was increased by \$135,234.00 from \$0.00 to \$135,234.00

The contract ACRN AT has been added.

The CIN M0605020RCQQ0020001 has been added.

The Cost Code 0RCQQ0022GDC has been added.

SUBCLIN 2001AC:

AU: 057000340000000002020D F6415 3L392B 257 2301 03020000032A 999900 999961 0804731F 2021 387700 103000000 057000340000000002020D (CIN F2MTR29259GW020001) was increased by \$147,526.80 from \$0.00 to \$147,526.80

The contract ACRN AU has been added.

The CIN F2MTR29259GW020001 has been added.

SUBCLIN 2002AA:

AS: 1701804 22M1 252 3595P 056521 2D CP4900 0610A0BTBLQQ (CIN N0610A20RCP49000002) was increased by \$1.00 from \$0.00 to \$1.00

The contract ACRN AS has been added.

The CIN N0610A20RCP49000002 has been added.

The Cost Code 0610A0BTBLQQ has been added.

SUBCLIN 2003AB:

AT: 17 0 1106 3B1D 252 67856 067443 2D 3B1D 0RCQQ0022GDC (CIN M0605020RCQQ0020002) was increased by \$5,000.00 from \$0.00 to \$5,000.00

The contract ACRN AT has been added.

The CIN M0605020RCQQ0020002 has been added.

The Cost Code 0RCQQ0022GDC has been added.

SUBCLIN 2003AC:

AU: 057000340000000002020D F6415 3L392B 257 2301 03020000032A 999900 999961 0804731F 2021 387700 103000000 057000340000000002020D (CIN F2MTR29259GW020002) was increased by \$5,000.00 from \$0.00 to \$5,000.00

The contract ACRN AU has been added.

The CIN F2MTR29259GW020002 has been added.

SUBCLIN 2003AE:

AS: 1701804 22M1 252 3595P 056521 2D CP4900 0610A0BTBLQQ (CIN N0610A20RCP49000003) was increased by \$1.00 from \$0.00 to \$1.00

The contract ACRN AS has been added.

The CIN N0610A20RCP49000003 has been added.

The Cost Code 0610A0BTBLQQ has been added.

The following have been modified:

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

BASE YEAR

(a) Contract line item(s) 0003AA, 0003AB, 0003AC, 0003AE, and 0004 is/are incrementally funded. For this/these item(s), the sum of \$532,494.50 of the total price of \$1,145,000 (NTE) is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the

parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

At award:

CLIN 0003AA: \$5,000 (of total \$75,000)

CLIN 0003AB: \$5,000 (of total \$25,000)

CLIN 0003AC: \$5,000 (of total \$25,000)

CLIN 0003AD: \$0.00 (of total \$1,000,000) Will be provided when a requirement occurs

CLIN 0003AE: \$0.00 (of total \$20,000) Will be provided when a requirement occurs:

P00002:

CLIN 0003AD: DELETED BY P00002

CLIN 0004: \$14,552.00 (of total \$1,000,000)

P00003:

CLIN 0004: \$301,727.39 (of total \$1,000,000)

Total amount of CLIN 0004 funded to date: \$316,279.39

CLIN 0004: \$23,719.98 (of total \$1,000,000)

Total amount of CLIN 0004 funded to date: \$339,999.37

P00006:

CLIN 0004: \$ 6,431.45 (of total \$1,000,000)

Total amount of CLIN 0004 funded to date: \$346,430.82

P00007:

CLIN 0004: \$ 8,900.28 (of total \$1,000,000)

Total amount of CLIN 0004 funded to date: \$355,331.10

P00008:

CLIN 0003AA: \$5,000.00 (of total \$75,000)

Total amount of CLIN 0003AA funded to date: \$10,000.00

P00009:

CLIN 0004: \$141,400.00 (of total \$1,000,000)

P00010:

CLIN 0003AA: \$5,000.00 (of total \$75,000)

CLIN 0003AB: \$11,000.00 (of total \$25,000)

P00019:

CLIN 0003AB: -\$236.60 (of total \$25,000)

End of Base Year

OPTION YEAR ONE

(a) Contract line item(s) 1002AA, 1002AB, 1002AC, 1002AD, 1002AE, 1003AA, 1003AB, 1003AC, 1003AD, and 1003AE, and 1003AF is/are incrementally funded. For this/these item(s), the sum of \$472,014.90 of the total price of \$1,173,524.95 (NTE) is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

The total price for contract line items CLIN 1002, NDSTC FLAT RATE, and associated SubCLINS 1002AA, 1002AB, 1002AC, 1002AD, and 1002AE is \$13,524.95. Funding for CLIN 1002, NDSTC FLAT RATE, and associated SubCLINS 1002AA, 1002AB, 1002AC, 1002AD, and 1002AE in the amount of \$0.00 is presently available. The Government will allot the remaining funds up to \$13,524.95 on or before 8 October 2019.

Funding provided in P00012, exercise of Option Year I

CLIN 1002AA: \$0 (of total \$1,522.50)

CLIN 1002AB: \$0 (of total \$1,218.00)

CLIN 1002AC: \$0 (of total \$2,030.00)

CLIN 1002AD: \$0 (of total \$5,328.75)

CLIN 1002AE: \$0 (of total \$3,425.70)

Funding under CLIN 1003, SUPPLIES AND SERVICES (NTE) and associated SubCLINs within the schedule shall be funded incrementally based on Government approved purchases. The total NTE price for contract line items 1003AA, 1003AB, 1003AC, 1003AD, 1003AE, and 1003AF is \$1,145,000.00. Funding for contract line items 1003AA, 1003AB, 1003AC, 1003AD, 1003AE, and 1003AF in the amount of \$432,014.90 is presently available. The Government will allot the remaining funds up to \$712,985.10 on or before 8 October 2019 based on approved purchases.

Funding provided in P00012, exercise of Option Year I

CLIN 1003AA: \$5,000.00 (of total \$75,000)

CLIN 1003AB: \$5,000.00 (of total \$25,000)

CLIN 1003AC: \$5,000.00 (of total \$25,000)

CLIN 1003AD: \$404,319.94 (of total \$1,000,000)

CLIN 1003AE: \$0 (of total \$20,000)

Funding provided in P00014

CLIN 1003AD: Total has changed to \$950,000

CLIN 1003AF: \$5,416.36 (of total \$50,000)

Funding provided in P00015

CLIN 1003AE: \$7,278.60 (of total \$20,000)

Funding provided in P00019

CLIN 1003AA: \$5,000.00 (of total \$75,000)

CLIN 1003AB: Total has changed to \$40,000

CLIN 1003AB: \$35,000.00 (of total \$40,000)

Funding provided in P00020

CLIN 1003AD: \$82,550.00 (of total \$950,000)

End of Option Year 1

OPTION YEAR TWO

(a) Contract line item(s) 2002AA, 2002AB, 2002AC, 2002AD, 2002AE, 2003AA, 2003AB, 2003AC, 2003AD, 2003AE, and 2003AF is/are incrementally funded. For this/these item(s), the sum of \$10,002.00 of the total price of \$258,727.80 (NTE) is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds.

The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract: \$10,002.00

The total price for contract line items CLIN 1002, NDSTC FLAT RATE, and associated SubCLINS 1002AA, 1002AB, 1002AC, 1002AD, and 1002AE is \$13,727.80. Funding for CLIN 1002, NDSTC FLAT RATE, and associated SubCLINS 1002AA, 1002AB, 1002AC, 1002AD, and 1002AE in the amount of \$1.00 is presently available. The Government will allot the remaining funds up to \$13,727.80 on or before 8 October 2019.

Funding provided in P00021, exercise of Option Year II

CLIN 2002AA: \$1 (of total \$1,545.30)

CLIN 2002AB: \$0 (of total \$1,236.30)

CLIN 2002AC: \$0 (of total \$2,060.50)

CLIN 2002AD: \$0 (of total \$5,408.70)

CLIN 2002AE: \$0 (of total \$3,477.00)

Funding under CLIN 1003, SUPPLIES AND SERVICES (NTE) and associated SubCLINs within the schedule shall be funded incrementally based on Government approved purchases. The total NTE price for contract line items 1003AA, 1003AB, 1003AC, 1003AD, 1003AE, and 1003AF is \$245,000.00. Funding for contract line items 1003AA, 1003AB, 1003AC, 1003AD, 1003AE, and 1003AF in the amount of \$10,001.00 is presently available. The Government will allot the remaining funds up to \$245,000.00 on or before 8 October 2019 based on approved purchases.

Funding provided in P00021, exercise of Option Year II

CLIN 2003AA: \$0 (of total \$75,000)

CLIN 2003AB: \$5,000.00 (of total \$25,000)

CLIN 2003AC: \$5,000.00 (of total \$25,000)

CLIN 2003AD: \$0 (of total \$100,000)

CLIN 2003AE: \$1 (of total \$20,000)

The Government will allot additional funds to this contract by contract modifications, as needed, up to an additional \$248,725.80.

END OF OPTION YEAR TWO

(End of clause)

(End of Summary of Changes)